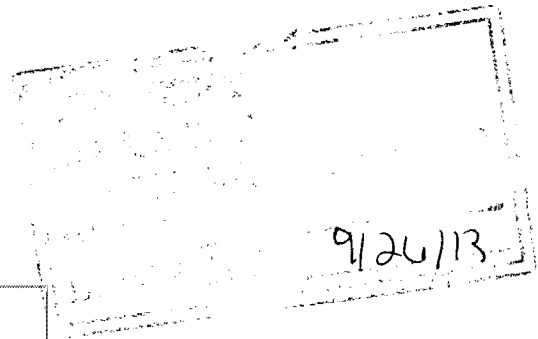


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

This document relates to:

City of Fresno v. Chevron U.S.A. Inc., et al



Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88

**[PROPOSED] ORDER GRANTING COASTAL CHEM'S
MOTION FOR GOOD FAITH SETTLEMENT**

The Court having considered the Motion for Good Faith Settlement (the "Motion") of Defendant Coastal Chem, Inc. ("Coastal Chem"), the Memorandum of Law submitted in support therefor, the accompanying Declaration of Brent H. Allen with exhibits thereto, and other evidence, all the pleadings, filings, and proceedings in this action, and any arguments of counsel:

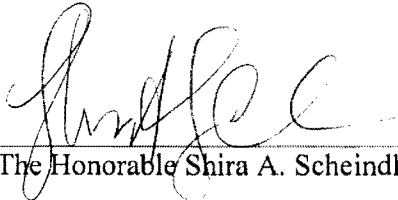
IT IS HEREBY ORDERED that Coastal Chem's Motion is **GRANTED**, and that:

1. The settlement entered into between Plaintiff City of Fresno ("Plaintiff") and Coastal Chem (the "Settlement Agreement and Release") is hereby determined to be a good faith settlement within the meaning of California Code of Civil Procedure §§ 877 and 877.6 and case law interpreting those sections, including *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal. 3d 488 (Cal. 1985).
2. The negotiations of the Settlement Agreement and Release between Plaintiff and Coastal Chem were conducted fairly, in good faith, and at arm's length. There is no evidence of bad faith, fraud, collusion, or any intent to impact unfairly or injure the

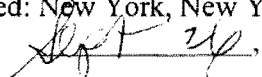
rights or interests of other Defendants, former Defendants, prior settling Defendants, or others.

3. Pursuant to California Code of Civil Procedure § 877.6(c), this good faith determination shall bar any and all further claims by any person, including, but not limited to, any Defendant, former Defendant, prior settling Defendant, cross-complainant, and/or former cross-complainant, against Coastal Chem and the “Released Parties,” as that term is defined by the Settlement Agreement and Release, for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault.

SO ORDERED:



The Honorable Shira A. Scheindlin

Dated: New York, New York
, 2013